

Contract no. 675

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AGREEMENT

BETWEEN

COMMISSIONER OF REGISTRATION

AND

SUPERINTENDENT OF ELECTIONS OF ESSEX COUNTY

AND

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 1158

JANUARY 1, 1991 - DECEMBER 31, 1992

## AGREEMENT

This Agreement, made this 4<sup>TH</sup> day of March, 1992, between the COMMISSIONER OF REGISTRATION (hereinafter referred to as the "COMMISSIONER") and LOCAL 1158, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, A.F.L.-C.I.O., (hereinafter referred to as the "UNION").

### WITNESSETH:

Whereas, the Public Employment Relations Commission certified the Union as the exclusive representative for the purposes of collective negotiations with respect to wages, hours and all terms and all conditions of employment for all County employees, excluding confidential employees, professional employees, craft employees, Judiciary employees, employees of county hospitals, managerial executives, police and supervisors within the meaning of the Act and all employees represented in other collective negotiation units and,

Whereas, this certification requires the Commissioner to recognize the Union as the exclusive representative for the purposes of collective negotiations with respect to wages, hours and all terms and all conditions of employment for these County employees.

Now therefore, the Commissioner and the Union mutually agree as follows.

### ARTICLE I. PURPOSE

The purpose of the Agreement is to memorialize and to set forth herein the Agreement covering the terms and conditions of employment to be observed between the parties hereto in order to foster good employer-employee relations.

## ARTICLE II. MANAGEMENT RIGHTS

1. The Commissioner hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.

2. The Commissioner has and is vested with all the lawful, customary and usual rights, powers, functions and authority of management.

3. The Union further recognizes that the management of the Commissioner its workforce, the control of its properties, and the maintenance of order and efficiency are solely a responsibility of the Commissioner.

4. The Union agrees that the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Commissioner, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of the judgement and discretion in connection therewith shall be limited only to the extent set forth in this Agreement.

5. The Commissioner shall have all other rights and prerogatives including those traditionally and lawfully exercised.

## ARTICLE III. NON-DISCRIMINATION

1. The Commissioner and the Union agree that the provisions of this Agreement shall be applied to all employees, and there shall be no discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

2. The Commissioner agrees not to interfere with the right of employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the Commissioner or any of its representatives against any employee covered by this agreement because of Union membership or non-membership in the Union or because of any lawful activity by such employee permissible under law or this Agreement on behalf of the Union.

The Union, its members or agents, shall not discriminate against, interfere with, restrain or coerce employees covered by this Agreement who are not members of the Union.

3. The Union recognizes its responsibility as exclusive bargaining representative.

#### ARTICLE IV. RETENTION OF EXISTING BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which Union members have heretofore enjoyed, and are presently enjoying, which are substantially uniform in their application to employees in a unit, shall be maintained and continued by the Commissioner during the term of the agreement. The personnel policies and personnel regulations currently in effect shall continue to be applicable except as otherwise provided herein. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated between the parties before they are established.

#### ARTICLE V. WORK SCHEDULES AND OVERTIME

Daily and weekly work schedules shall not be altered without mutual consent of the Union. Otherwise, all agreed to practices concerning daily and weekly work schedules, hours, breaks and lunches shall remain in effect for the life of this Agreement.

Nothing in the Agreement shall be interpreted as requiring a duplication or a pyramiding of holiday, Sunday, daily or weekly overtime payments involving the same hours of labor.

All employees may be expected by the Commissioner to perform a reasonable amount of overtime. The Commissioner will attempt to give reasonable notice for such overtime. The Commissioner recognizes that overtime may create a personal inconvenience to individual employees and every consideration will be given to individual requests for relief from such obligation.

In the event an employee has cause for reporting late or being absent, the employee shall provide as much advance notice to his immediate supervisor as is reasonably possible consistent with past practice. In the case of a reported absence, the involved employee shall give at least thirty (30) minutes advance notice thereof.

## OVERTIME

### 1. ELIGIBILITY

A. It is agreed and understood that no temporary employee shall receive any overtime work as long as a permanent employee is capable to perform the work involved, in the opinion of the Commissioner.

B. All permanent employees shall be given an equal opportunity to perform overtime work and in order to avoid any inequities, overtime shall be assigned by the Commissioner on a rotating basis, as long as the employee is capable to perform the work involved in the opinion of the Commissioner.

### 2. RATE

A. For the first five (5) hours worked in any week the employees shall receive compensatory time on an hour for hour basis.

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B. An employee who performs work beyond the five (5) hours in a week shall receive money, or compensatory time at the rate of time and one-half at their hourly rate of pay.

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C. An employee who performs work on a legal holiday or Sunday, regardless of how many hours of work he performed during that week, shall receive money or compensatory time at the discretion of the Commissioner, at the rate of time and one-half of their hourly rate of pay, except on General Election Day for which employees shall receive their normal Holiday pay. For the first five hours employees will receive time and one-half in compensatory time and thereafter time and one-half at their hourly rate of pay.

### 3. ALTERNATIVE TO MONEY

A. An employee may request that such overtime be received as compensatory time at the time and one-half rate in lieu of money.

B. The Commissioner reserves the right to pay cash or compensatory time at his discretion.

#### 4. OTHER OVERTIME WORK

A. In the event that an employee is required to perform work for a Municipality or any other Agency, the Commissioner agrees that for all work performed by the employee prior to and after is normal working hours, the employee shall be compensated for such work at a rate of, effective January 1, 1992 at no less than \$17.00 dollars per hour.

B. Such monies to be paid by the Municipality or other Agency, and in no way shall the Commissioner be held liable for payment in case of default in behalf of a Municipality or any other Agency.

C. An employee shall not have the right to request compensatory time in lieu of money for any work performed.

#### 5. PAYMENT OF COMPENSATORY TIME

A. The Commissioner agrees that in the event of the death of an employee, all compensatory time is to be paid in full to his/her estate, within a reasonable period of time.

B. The Commissioner reserves the right to pay off accumulated compensatory time, in cash, at any time.

#### 6. OVERTIME LIST

A. The Commissioner agrees to maintain a list indicating the hours worked or refused for each employee.

B. This list shall be available for review by the Business Manager of the Union or his designee.

#### ARTICLE VI. NO STRIKE PLEDGE

1. It is recognized that the need for continued and uninterrupted operation is of paramount importance to the citizens of the community and that there should be no interference with such operation.

2. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out, or other job action against the Commissioner.

3. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed the participation in any such activity by a Union member shall entitle the Commissioner to take appropriate disciplinary action including possible discharge in accordance with applicable law.

#### ARTICLE VII. DISCIPLINE

1. No employee shall be discharged, suspended or disciplined without just cause. cause includes, but is not limited to, the following:

- a) neglect of duty;
- b) failure to render necessary service to the public;
- c) incompetency or inefficiency;
- d) incapacity due to mental or physical impairments;
- e) conduct unbecoming an employee in the public service, including discriminatory treatment of the public or fellow employees;
- f) discourteous or abusive treatment of the public or fellow employees;
- g) insubordination or serious breach of discipline;
- h) disorderly or immoral conduct;
- i) chronic or excessive absenteeism;

- j) failure to report for duty without notice;
- k) falsification of time records of signing in for another employee:
  - l) chronic lateness;
  - m) possession or use of alcoholic beverages or illicit drugs while on duty;
  - n) intoxication while on duty;
  - o) possession of weapons;
  - p) negligent or willful damage to public property or waste of public supplies;
  - q) willful violation of rules or other statutes relating to the employment of public employees;
  - r) conviction of any criminal act or offense;
  - s) stealing;
  - t) use or attempt to use one's authority or influence to control or modify the political action of ant employee or engaging in any form of political activity during working hours;
  - u) violation of the County's Code of Ethics;

## 2. Procedure

Progressive discipline procedure shall be used whenever possible. Serious breaches of discipline may require immediate suspension or dismissal rather than counseling, warning or written reprimand. Procedures set forth in the County's Standard Operating Policies and Procedures 80-20 shall be applicable. The Union will be provided with a copy of SOPP 80-20.



### 3. Immediate Suspensions

When the presence of the employee is determined to be dangerous to the welfare of the employees, or detrimental to the interest of the Employing Unit, the Department of Division Head or his/her designee may suspend the offender immediately pending investigation, formal charges and subsequent hearing.

### 4. Notice of the Union

The Union will be notified of all formal disciplinary actions.

## ARTICLE VIII. DUES DEDUCTION

1. The Commissioner agrees to deduct for the Union from the Wages of an employee covered by the Agreement, pursuant to the existing statute as amended, provided at the time of such deduction there is in the possession of the Commissioner current written assignment, individually and voluntarily executed by the employee. The Union shall be responsible for securing the signatures of its members on the forms and delivering the signed forms to the Commissioner.

2. The Commissioner will deduct the current uniform dues from the pay of the employee(s) on a bi-weekly basis provided that if an employee has no pay coming for such pay period, or if such pay period is the first pay of a new employee, such dues shall be deducted from the next appropriate pay period. The Commissioner will deduct from the pay of employee(s) in any one month only duties incurred while an individual has been in the employ of the Commissioner and only such amounts becoming due and payable in such month.

3. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

4. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Commissioner notice of the change at least thirty (30) days prior to the effective date of such change.

5. The Union shall indemnify and hold the Commissioner harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the County for purpose of complying with the provision of the Article.

6. The Commissioner will implement a fair share representation fee, equal to eighty-five percent (85%) dues, which shall be withheld in accordance with applicable law. The Union shall indemnify the Commissioner from all liability resulting from and/or caused by dues deduction of fair share representation fee, and the Union agrees that it is in full compliance with N.J.S.A. 34:13A-5.6.

7. Employees included in the negotiating unit may only request deduction for the payment of dues to the duly certified majority representative.

#### ARTICLE IX. BULLETIN BOARDS

The Commissioner shall provide space on existing Bulletin Boards for use by the Union, to enable employees of the bargaining unit to see posted notices. All notices shall be posted by the Business Manager of the Union or his designee and shall relate to the matters listed below:

- A. Union recreational and/or Social affairs;
- B. Union appointments;
- C. Union elections;
- D. Results of Union elections;
- E. Union meetings;
- F. Reports of Union committee;
- G. Any other material authorized by the Commissioner and the Business Manager of the Union or his designee.

No political campaign literature or defamatory material shall be posted.

This article does not prohibit the Commissioner from assigning space for bulletin boards to other organizations in which employees hold membership.

#### ARTICLE X. PAY PRACTICES

1. Employees will be paid by check every other week on a Friday, payment will be made during regular working hours.
2. When a payday falls on a holiday, employees will be paid on the day preceding the holiday.
3. Upon four (4) weeks advance request of the individual employee, vacation pay will be paid on the payday prior to the start of the vacation period, without excessive deductions.
4. The Commissioner will institute a payroll holdback for employees which shall not exceed one (1) week.

Employees who are hired after the implementation of the holdback, shall have five (5) days withheld from their first paycheck.

#### ARTICLE XI. MATERNITY/PATERNITY/CHILD CARE LEAVE

1. Maternity/Paternity/Child Care Leave, without pay, shall be granted by the County of Essex, upon the request of parents.
2. Maternity/Paternity/Child Care Leave is not to begin more than thirty (30) days before the expected delivery date nor extend for more than thirty (30) days after delivery.
3. An employee requesting paternal leave must present written verification of the mother's pregnancy from her attending physician.

#### ARTICLE XII. PREGNANCY DISABILITY LEAVE

Pregnancy disability leave with or without pay shall be granted in the same manner and under the same terms and conditions as sick leave.

#### ARTICLE XIII. JURY DUTY

1. Any employee covered under the terms of this Agreement who shall be summoned for Jury Duty shall receive full pay and all other benefits theretofore received by such employee, for the full time of Jury Duty. Any such employee is required within three (3)

days of receipt of such Jury Summons to notify the Commissioner of the receipt of such summons and in addition thereto, such employee shall be required to remit and surrender to the Commissioner any and all fees received by said employee for the rendering of said Jury Duty.

2. When an employee serves on Jury Duty during a regularly scheduled day off or is assigned to an evening or night shift, and at the employee's request, all good faith efforts will be made to reschedule the time off for another mutually agreeable time within the pay period.

3. A person serving on jury duty who participates in the phone call-in system must report to their normal work site each day.

#### ARTICLE XIV. UNION ACTIVITIES

1. No Union steward, member or officer shall conduct any Union business on the Commissioner's time or the Commissioner's premises unless provided for in this Agreement.

2. The Union will provide the Commissioner with a list of Stewards no later than fifteen (15) days after the signing of this Agreement. The Union will notify the county within twenty-four (24) hours of any changes in Stewards.

3. (a) A reasonable amount of the Commissioner's time may be used by Stewards to investigate grievances.

(b) Three (3) Negotiating Committee Members shall be permitted to attend negotiating sessions, with pay, during regularly scheduled working hours. Other Union members, the number of which shall be mutually agreed upon by the Commissioner and the Union, shall be permitted to attend negotiating sessions provided they use accrued benefit time for the period they are absent from their regularly scheduled working hours. In the case where the employee has no accrued benefit time, the time shall be deducted from their regular pay. Negotiating sessions, as used above, do not include a Union caucus before or after the working negotiation session.

4. The Business Manager or his Representative, shall be admitted to the Commissioner's premises on Union business. Requests for such visits shall be directed with reasonable advance notice to the Commissioner or his designee and shall include the purpose of the visit, proposed time and date, and specific work areas involved. Permission for such visits shall not be unreasonably withheld.

#### ARTICLE XV. LEAVE FOR UNION BUSINESS

A. The Commissioner agrees to grant upon request of employees covered by this Agreement time off without pay for the purpose of attending Union conventions and conferences, provided that:

1. The total time off does not exceed the aggregate ten (10) days in the first year of the contract, and twenty (20) days commencing in the second year of the contract, and do not conflict with periods preceding or succeeding either primary, general or special elections.

2. Written notice specifying the amount of time off is received by the Commissioner at least fifteen (15) working days in advance of the granting of each period of time off.

B. Authorized leaves granted to an individual shall not exceed a maximum of five (5) days in a year period and three (3) days of paid leave for any single activity for any individual employee.

C. No leave shall become effective without prior approval.

D. The Union has designated the Business Manager as the person from whom the request for Union leave will originate.

E. The Union will provide the Commissioner with a list of names and titles of those Union officers, Executive Board Members and Stewards entitled to a leave for Union business.

F. The Commissioner agrees to grant two (2) hours off without pay every other month for recognized stewards to attend stewards' meetings. The Union agrees to notify the Commissioner in writing at least five (5) days in advance of such time, so that the appropriate Supervisor can be so advised.

#### ARTICLE XVI. MILITARY LEAVE

1. Military leave shall be granted in accordance with Civil Service Rules and Regulations.

2. An employee will present to his/her Division/Department Head a written request for a military leave of absence which states the reason(s) for the leave, the effective date and official documentation of military status.

3. The Commissioner or his designee will approve or deny a military leave of absence with or without pay in accordance with Civil Service Regulations and will communicate in writing such approval or denial to the employee, the Division of Personnel and the Division/Department Head.

4. An employee on military leave shall notify the Division of Personnel of his/her intent to return to work thirty (30) days prior to his/her intended date of return.

5. An employee shall be reinstated by the Commissioner without loss of benefits or seniority provided he/she reports for work within ninety (90) days with a certificate which indicates satisfactory completion of military service.

#### ARTICLE XVII. LEAVE OF ABSENCE WITHOUT PAY

1. Leaves of absence without pay may be granted to permanent employees for any reason, other than leaves to accept other employment, at the sole discretion of the Commissioner, for a period not to exceed three (3) months at any one time. A leave of absence may subsequently be renewed for additional three (3) month periods, not to exceed one (1) year. This leave will be subject to the approval of the Department of the Department of Civil Service

2. A written request from the employee setting forth the reasons why the leave is desired and the dates for commencing and terminating of the leave shall be submitted to the Commissioner no later than two (2) months prior to the commencement date of such leave except in the event of personal emergency. No leave of absence without pay shall become effective prior approval of the Commissioner.

3. Employees granted leave of absence without pay shall have annual sick leave and vacation leave credit each reduced on a prorated basis every full month or major fraction thereof that the employee is on such leave without pay for the year in which such leave is taken.

4. Employees may continue participation in the existing Health Benefits Program for a maximum of nine (9) months. Such coverage will continue provided that the employee shall pay in advance the total premium required for the employee's coverage and the coverage of the employee's.

However, in the case of an approved sick leave, or maternity/disability sick leave, the employer will be responsible for the first three (3) months of leave and thereafter the employee shall prepay for a maximum of none (9) months of continuous coverage in the program.

5. An employee whose request for a leave of absence is denied, may utilize Step 3 of the Grievance Procedure. This Article is not subject to the arbitration provision of this Agreement.

#### ARTICLE XVIII. TERMINAL LEAVE

1. Upon retirement an employee shall receive one (1) day's pay for each five (5) days of accumulated unused sick leave, not to exceed a total sum of forty-five (45) days' salary.

2. This payment shall be made at the time of retirement and shall not be considered as part of the employee's annual salary.

#### ARTICLE XIX. INSURANCE

1. Effective January 1, 1992 the Commissioner agrees to give to the Union a sum of \$11,275.00 for the purpose of administering a special employee development fund for the betterment of the employees.

2. It is understood that the administration of this fund shall be the entire responsibility of the Union. The Union shall indemnify and hold the Commissioner harmless against any and all claims, demands, suits or other form of liability that shall arise out of or by reason of action taken or not taken by the Commissioner for the purpose of complying with the provisions of this Article.

3. The Commissioner shall provide a paid term Life Policy in the amount of \$4,000 for each full-time active employee.

4. The parties agree to establish a joint Union Management Committee to study and recommend Health Benefits for the purpose of controlling costs.

#### ARTICLE XX. SEPARATION OF EMPLOYMENT

1. Upon discharge, the employee will receive all monies to which he is entitled, minus any unearned sick, vacation, or personal leave. However, the final paycheck will be withheld until County identification, health benefits cards, keys, or other property is returned.

2. Employees may resign in good standing by giving the Commissioner of Registration at least three (3) weeks written notice prior to the last day of work. This three (3) weeks notice shall be in addition to the employee's accrued vacation.

3. Upon resignation, the employee will receive all monies to which he is entitled provided that the employee has notified the County at least three (3) weeks prior to such resignation.



## ARTICLE XXI. GRIEVANCE PROCEDURES

### A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

### B. DEFINITIONS

1. Contractual Grievance: A dispute which may arise between the parties concerning the application, meaning, or interpretation of an express provisions of this Agreement.

2. Non-Contractual Grievance: A misapplication, misinterpretation, or violation of a policy or administrative decision.

### C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievance between the parties covered by this Agreement:

Step One: (a) The grievant shall institute action in writing signed and delivered to his (or her) Supervisor within ten (10) working days of the occurrence complained of, or ten (10) working days after he/she would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the shop steward. The grievant or the Division Supervisor may request a meeting to discuss the grievance.

(b) The Supervisor shall render a decision in writing within fifteen (15) working days after receipt of the grievance.

Where the grievance arises from facts which would permit the individual grievant to appeal to the Department of Civil Service this procedure shall be optional. If any appeal is filed with the Department of Civil Service the processing of the grievance shall cease and the grievance withdrawn and if necessary, the matter withdrawn from arbitration.

No arbitration hearing shall be scheduled until such time as the time limits for appeal to the Department of Civil Service have expired, usually no later than twenty (20) days from the date of the action from which the complaint arose.

Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time on the grievance form.

1. No response at any Step within the time allotted shall be deemed to be a denial of the grievance at that Step.
2. Class grievances may be filed at Step 2 by the Union within its discretion.
3. Written dispositions of all grievances at all Steps shall be forwarded to the Union representative.
4. In the event of arbitration, the costs of the arbitrator's services shall be shared equally by the parties except that late cancellation fees shall be the sole responsibility of the party requesting the postponement.
5. Time limits shall be strictly adhered to and a grievance not raised or processed within the time allotted shall be deemed to be abandoned, unless mutually agreed by the parties in writing.
6. All documents, communications or records dealing with a grievance, except disciplinary matters, shall not be filed in any employee's personnel file.
7. All meetings and hearings pursuant to this procedure shall not be conducted in public and shall only be attended by the parties in interest and authorized representatives.

8. A grievance must be raised at Step 1 no later than ten (10) calendar days following its event or occurrence, or it shall be deemed waived.

9. The cost of a stenographer shall be borne by the party obtaining the record and the appropriate rules of the State Board of Mediation shall apply.

#### ARTICLE XXII. SICK LEAVE

1. Sick leave shall be defined as a required absence from work due to a personal illness, accident, exposure to contagious disease or required emergency attendance upon a member of the employee's immediate family who is seriously ill.

2. The Commissioner shall require a supporting certificate from the employee's attending physician when said employee is absent for five (5) consecutive days chargeable to sick leave. A certificate may be required for absences of less than five (5) consecutive days, pursuant to New Jersey Civil Service Rules and Regulations.

3. Seasonal employees are not eligible for sick leave.

4. Absences of five (5) consecutive working days without notice or Commissioner approval may be cause for discipline or dismissal.

5. During the first twelve (12) months of employment, sick leave shall be earned at the rate of 1.25 per month. Thereafter, sick leave shall be earned at the rate of fifteen (15) days annually.

6. Unused sick leave shall accumulate without limitation.

7. Employees shall notify their immediate supervisor or designed person of the intended absence due to illness at least fifteen (15) minutes prior to the employees scheduled starting time, unless past practice at the work unit requires a longer period notice. In the event an employee will be absent due to illness or injury for more than three (3) consecutive days, the supervisor may waive the obligation of daily notice.

An employee who fails to report to work when scheduled and fails to notify the immediate supervisor of the intended absence, shall not be paid for the absence.

8. If an employee becomes disabled (physically incapable of performing his duties) either through injury or illness as a result of or arising from his employment, such shall not be required to utilize the sick leave allowable under Paragraph 5 hereof during said period of disability as set forth in Section 9 below.

9. Any such employee who is disabled either through injury or illness as a result of or arising from his employment shall be entitled to special leave of absence with full pay for the period during which such employee is paid temporary compensation payments under the provisions of the Worker's Compensation Laws of the State of New Jersey, provided, however, that such special leave of absence with full pay shall not exceed 260 working days in connection with any one disability.

10. However, during such period of disability such employees may elect to first utilize all or any part of the accumulated sick leave before utilizing the aforementioned special leave of absence. Such election shall be made by the employee in writing within (10) days after the injury or illness.

11. Any amount of salary or wages or pay or part pay Compensation paid or payable to any employee because of sick leave or any special leave of absence under these regulations shall be reduced by the amount of the Worker's Compensation Award under the Worker's Compensation Laws of the State of New Jersey made for temporary disability because of the same injury or illness requiring such sick leave or special leave of absence.

12. The Commissioner may require the approval of a County appointed doctor before an employee is allowed to return to work after utilizing sick leave for five or more consecutive working days.

Such approval shall certify that the employee is capable of performing his/her normal employment activities and that his/her return will not jeopardize the health of other employees.

#### ARTICLE XXIII. PERSONAL DAYS

1. Effective January 1 of each year, full-time employees of the County of Essex on the payroll as of that date shall be entitled to three (3) personal days per year with pay.
2. Personal days shall not accumulate from year to year. Upon termination personal days will be pro-rated.
3. Request for personal days should be made in writing to the employee's immediate supervisor at least three (3) days in advance of the requested personal day(s).
4. Approval of the request will be granted by the Commissioner if it does not unduly conflict with scheduling requirements.
5. Personal leave may be scheduled in units of one-half ( $\frac{1}{2}$ ) day or multiples thereof and may be taken in conjunction with other types of paid leave.
6. The Commissioner may cancel an employee's scheduled personal day due to emergencies. The Commissioner shall invoke this provision only under extraordinary circumstances and after making all efforts to avoid cancelling an employees personal day.

#### ARTICLE XXIV. HOLIDAYS

1. The days listed in Appendix A shall be recognized as paid holidays.
2. When said holiday falls on a Sunday, the following Monday shall be considered the holiday. When said holiday falls on Saturday, the preceding Friday shall be considered the holiday.
3. An employee shall be paid at straight time base rates for said listed holidays inclusive of other differentials or payments based on his regularly scheduled work day.
4. Whenever the work schedule is such that an employee is required to work on said holiday the employee will be granted a substitute day off at a later date mutually convenient to the employee and his supervisor.
5. An employee on unpaid leave of absence shall not be entitled to pay for any holiday occurring during such leave.

6. In addition to the aforementioned said holidays, the Commissioner will grant a holiday when the County Executive declares a holiday for all County employees.

7. Management will attempt to give three (3) days notice whenever possible when employees are required to work on a holiday. The Union recognizes that there may be emergency situations which require less than three (3) days notice.

8. To qualify for holiday pay, an employee must have worked the scheduled day before and the scheduled day following the holiday unless such failure to work is caused by:

- A. Jury Duty
- B. Death in the Immediate family
- C. Union Business
- D. Vacation
- E. Incapacitating injury, but not illness
- F. Illness, provided a Doctor's certificate is presented by the employee upon return to work, unless waived by the Commissioner.

9. Holidays falling within a scheduled vacation period, shall not be lost by the employee and shall be taken at a later time, subject to the approval of the Commissioner.

#### ARTICLE XXV. VACATIONS

1. Employees shall be granted vacation leave with pay subject to the approval of the Commissioner as follows:

- 1) Starting from the date of hire until December 31st of that calendar year, one working day's vacation earned for each month completed;
- 2) From January 1st of your first complete year through your fourth complete year, twelve (12) working days;
- 3) From the beginning of the fifth completed year through the completion of the fourteenth year of employment, fifteen (15) working days;

4) From the beginning of the fifteenth year and through the completion of the nineteenth year of employment, twenty (20) working days;

5) From the beginning of the twentieth year and thereafter, twenty five (25) working days;

2. In scheduling requested vacation periods, seniority shall prevail as per past practice. The scheduling of any vacation request is subject to the approval of the Commissioner.

3. Vacation time must be utilized in the year it has been earned, except when an employee's vacation request is refused by reason of the manpower needs of the Commissioner.

4. Temporary, part-time and seasonal employees are not eligible for any vacation benefits.

5. In the event of death or normal retirement of any employee covered by the Agreement, there shall be no pro-ration of vacation in the year in which that event occurs and the estate shall be paid the number of remaining unused vacation days for which the employee is eligible times the employee's daily rate of pay.

6. In the event the employee is suspended in excess of five (5) working days in any calendar year, then the Commissioner may pro-rate that employee's vacation in the succeeding year or upon the employee's leaving Commissioner's service for any reason based upon the amount of time the employee was suspended in the preceding year.

7. Vacations may be taken in segments of less than five (5) days only when approved by the Commissioner.

8. The Commissioner may cancel an employee's scheduled vacation due to emergencies. The Commissioner shall invoke this provision only under extraordinary circumstances and after making all efforts to avoid cancelling an employees vacation. The affected employee shall have the option of selecting another available vacation period in that year or the next following year.

#### ARTICLE XXVI. WEATHER EMERGENCY

1. In the event the County Executive, through an Executive Order closes a County Office because of weather emergency, employees assigned to that office will be credited with a full day's compensation.

2. If an employee cannot report to work due to a weather emergency and the County Offices have not been closed by the County Executive by an Executive Order, then the absence will be charged to accumulated vacation or personal leave.

3. Announcements of such closings will be made over radio stations WABC (AM), WOR (AM), and WVNJ (FM).

#### ARTICLE XXVII. EXTENT OF COUNTY LIABILITY

##### A. POLICY

Whenever an action is instituted against any employee for any act or omission arising out of and in the course of, and within the scope of, the performance of the duties of his/her office, position or employment, the County shall defer the cost of defending such action as set forth below:

The County's obligation hereunder shall be limited to these cases in which:

1. The proceeding is dismissed or results in a final disposition in favor of the employee; and
2. The employee was acting in a matter in which the County had an interest; and
3. The employees was acting in the discharge of a duty imposed or authorized by law; and
4. The employee was acting in good faith; and
5. The employee is a named defendent in a matter pending before a court of competent jurisdiction



B. PROCEDURE - CRIMINAL ACTIONS

1. An employee who may ultimately seek reimbursement from the County for the costs of defending any criminal proceeding shall deliver the complaint or indictment to the County Counsel within ten (10) days from the time he/she is served with any complaint or indictment, whichever shall occur first.

2. The County Counsel will rule upon the entitlement of employees to reimbursement of their expenses only after the termination of the criminal proceeding. Therefore, an employee who may ultimately seek reimbursement should retain his personal attorney with knowledge that the employee may or may not be subsequently reimbursed by the County, and that if the employee is reimbursed it will be in an amount within limits set out in paragraph B-3 even if the attorney's fee to be paid by the employee is greater than that amount. However, the County will under no circumstances be liable to any pool or other attorney at any time; rather the County will directly reimburse an employee in the amount set forth in paragraph B-3 if and when the County Counsel determines at the termination of the criminal proceedings that the employee is entitled to reimbursement. An employee will be barred from any reimbursement by the County if he does not obtain an agreement with his attorney which requires his attorney to keep accurate and complete records of the hours which the attorney spends on the case (to include the date and nature of service performed with regard to all time) from the outset of the case and to submit an affidavit of services at the conclusion of the case setting out that detailed time information. Within five (5) days after retaining an attorney, the employee shall forward a signed copy of the retainer agreement of the County Counsel.

3. An employee who wishes to seek reimbursement of his legal expenses in defense of a criminal proceeding shall notify the County Counsel within twenty days of the termination of that proceeding. The employee shall submit to the County Counsel a detailed affidavit of services signed by his attorney setting forth the time spent on the case as set out in paragraph B-2. The County Counsel will then make a binding determination as to whether or not the employee is entitled to reimbursement for all or any part of his legal expenses.

The County Counsel shall determine that the employee is entitled to reimbursement if the County Counsel concludes that all of the standards set forth in paragraph A have been met. If the County Counsel determines that the employee is entitled to reimbursement, the County Counsel shall approve payment by the County to the employee of counsel fees at a rate of \$45.00 per hour of attorney time; effective January 1, 1992 the rate shall be \$90.00 per hour, or if the fee which was charged by the attorney to the employee was less, then a lower rate, as well as expenses of the hearing, trial and appeals in question. The County Counsel may disapprove of any reimbursement of any employee for any attorney hours which the County Counsel concluded are in excess of a reasonable number for the services which were rendered in the case.

C. PROCEDURE - CIVIL ACTIONS

1. Any employee who is served with a summons and complaint shall, within ten (10) calendar days of the time he/she is served with the summons and complaint, deliver the summons and complaint along with any accident or incident reports relevant to the action, to the County Counsel.

(c) During the first ten (10) day period, nothing shall prevent the employee and/or his representative from discussing the matter informally with the employee's immediate supervisor.

Step Two: (a) In the event the grievance has not been resolved at Set 1, the Union, and only the Union may file a written grievance on an approved form with the Commissioner within ten (10) days of the grievant's receipt of the response or expiration of the time to respond at Step 1.

(b) The Commissioner or his designee shall respond in writing within fifteen (15) working days of receipt of the grievance at this step.

Step three: In the event the grievance has not been satisfactory resolved at Step two the Union, and only the Union, may submit the matter to binding arbitration in accordance with the procedures of the N.J. State Board of Mediation or the Public Employment Relations Commission on the following conditions.

#### ARBITRATION

1. The request for arbitration shall be filed by the Business Manager of the Union.
2. The request for arbitration must be filed with the appropriate agency no later than ten (10) working days after receipt of the response or expiration of the time to respond at Step three, and;
3. The grievance is a contractual grievance as defined in (B)(1) of this Article.
4. The grievance is not a matter within the exclusive jurisdiction of the Department of Civil Service.

Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent the employee before Civil Service. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration is final.